## The 17th Annual

All registrants will receive a commemorative long sleeve t-shirt!

## **Fenwick Freeze**

Proceeds to benefit Fenwick Island Beach Patrol!

Bayard Street Beach Fenwick Island, Delaware January 1, 2022 @ 10:30 am Registration 9:00-10:00 am

The Fenwick Freeze is a great way to welcome the New Year!

Join your family, friends and neighbors....put on your bathing suits and take the plunge!

Rain date January 2<sup>nd</sup> (Please check Facebook page and website for updates)

Per person \$20 \$25

- Now thru Dec. 22:

- January 1:

Complete this form and mail or drop off to the Fenwick Island Town Hall. Complete form and bring to Bayard Street Beach from 9:00am – 10:00 am. If you have pre-registered, you can pick up your t-shirt between 9:00 – 10:00 am.

| Printed Name | E-Mail | Signature – Acknowledging that you have read and agree to the release statement below |
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TOWN OF FENWICK ISLAND RELEASE ("Releasees") AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Release") - In consideration of participating in the 2022 Fenwick Freeze ("event"), I acknowledge that I understand the nature of the event and that I and/or my minor am qualified, in good health, and in proper physical condition to participate in the event. I acknowledge that if I and/or my minor child believe that the event conditions are unsafe and/or I do not believe I and/or my minor child are not capable of safely participating in the event for any reason, I and/or my minor child will immediately discontinue participation in the event. I understand on behalf of myself and/or my minor child that participation in the event is strictly voluntary and no one is forcing participation in the event. I fully and completely understand on behalf of myself and/or my minor child that the event involves risks of serious bodily injury, including but not limited to viral infections, bacterial infections and other communicable diseases and illnesses, permanent injury and/or disability, paralysis and death, which may be caused by my own actions and/or the actions of my minor child, the actions or inactions of others participating in the event, the conditions in which the event takes place and/or the negligence of the Releasees and/or their agents, Town Council member, volunteers, servants and/or employees. I understand on behalf of myself and/or my minor child that there may be other risks either not known to me or not readily foreseeable at this time or at the time of the event. I fully accept and assume all risks, known and unknown, for losses, injuries, illnesses, costs, and damages that I and/or my minor child may incur as a result of my and/or my minor child's participation in the event. I hereby release, discharge from all liability, and covenant not to sue the Town of Fenwick Island, its respective administrators, directors, Town Council members, agents, officers, volunteers, servants, employees, advertisers, other participants, any sponsors and promotors of the event, from any and all liability, claims, demands, losses, damages, injuries or death on my account and/or that of my minor child caused or alleged to have been caused in whole or in part by the negligence of anyone involved in the event or otherwise, including, but not limited to negligent rescue operations. I further agree that if, despite this Release, waiver of liability and assumption of risk, I, or anyone on my and/or my minor child's behalf, makes a claim regarding the event that I will indemnify, save, and hold harmless any person or entity sued from any loss, liability, damage, or cost which may be incurred, including attorneys' fees, from such a claim. I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity and Parental Consent Agreement and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Release is held to be invalid the balance, notwithstanding, shall remain in full force and effect. I attest that I do not suffer from any condition that prevents me from fully understanding the terms of this Release and I am not incapacitated in any manner from understanding that which I am signing.